

The Prudential **Appraisal Summary Form  
For Office and Industrial  
Properties****PROPERTY DATA**

Property Name: Century Center I Loan/Property #: IP 4046  
 Street Address: 2200 Century Parkway Sub-property #: 4046  
 City: Atlanta Portfolio Name: General Account  
 County: DeKalb Property Type: Suburban Mid-Rise Office  
 State: Georgia Zip: 30345 RGO Name: Atlanta  
 Location: CBD ☐ Suburban Park ☒ Suburban Freestanding ☐

Purpose of Appraisal: to estimate the market value in order to  
☐ buy, ☐ sell, ☐ mortgage ☐ encumber, or ☒ up-date an appraisal.

Interest Appraised: ☐ fee simple ☒ leasehold ☐ leased fee  
 Joint Venture No ☒ Yes ☐ JV Name: \_\_\_\_\_  
 % Prudential Ownership: 100

**Area:**

Land: Acres: 7.125 Square Feet: 311,018  
 Building: Floors: 11 Basements: \_\_\_\_\_  
 Gross Square Feet: 152,795 Rentable Square Feet: 139,157 Parking Spaces: \_\_\_\_\_  
 Building Completion Year: 19 71 Additions: 19 \_\_\_\_\_, 19 \_\_\_\_\_

Property Description: An 11-story office building located within the Prudential-owned Century Center complex. Good access to I-85. However, this market is not perceived as one of the prime areas in the Atlanta market.

Valuation subject to Mortgage No ☒ Yes ☐  
 Amount: \$ \_\_\_\_\_ Mortgage Interest Rate: \_\_\_\_\_ %  
 Mortgage Balance: \$ \_\_\_\_\_ Annual Debt Service: \$ \_\_\_\_\_  
 as of date: -/-/- (MM/DD/YY) Assumable Mortgage: Yes ☐ No ☐  
 Maturity Date: -/-/- Balloon Balance: \$ \_\_\_\_\_  
 Contingent Interest: Yes ☐ No ☐ If yes explain: \_\_\_\_\_

**CERTIFICATION OF MARKET VALUE**

Leasehold Value: \$ \_\_\_\_\_  
 Economic Value (Direct Capitalization): \$ 6,000,000  
 Economic Value (Discounted Cash Flow): \$ 5,900,000  
 Physical (Cost) Value: \$ 6,300,000  
 Market Data (Sales Comparable) Value: \$ 5,800,000 to \$ 7,100,000

Reconciliation/Comments: All 4 approaches fall within a close range. Because the property is presently up for sale to institutional investors, the sales comparable and discounted cash flow techniques are the most accurate measure of value.

We certify that we have complied with Prudential Realty Group appraisal procedures in estimating the Market Value of the Subject Property, and it is our opinion as of this Date, March 19, 1988, that the Market Value is:

Market Value: \$ 6,000,000 or \$ 43.12 per square foot

Appraiser's Signature: [Signature] Title: [Signature]

I have inspected the Subject Property for this Appraisal: Yes ☒ No ☐

Appraiser's Signature: C.E. Miller Title: VP PFC PIS 4000469

I have inspected the Subject Property for this Appraisal: Yes ☒ No ☐

**ECONOMIC APPROACH TO/**

Part 1: Income

Gross ☐Semi-Gross ☒Net ☐19 87  
Actual19 89  
Pro FormaRevenue 1: Defined as Office RentEffective Market Rent = \$ 15.80 psf/yr. Lease Expiration Date:139,157 sq. ft. @ \$ 10.34 psf (Actual) & \$ 13.04 psf (Pro Forma) ..... \$ 1,439,023 \$ 1,814,676Escalations, pass-throughs, other income ..... \$ 80,845 \$ 131,770Pro Forma subtotal for Revenue 1 ..... \$ 1,946,446

Less: \_\_\_\_\_ % vacancy and credit loss of Revenue 1 of ..... -(\$ \_\_\_\_\_)

Revenue 2: Defined as Free Rent

Effective Market Rent = \$ \_\_\_\_\_ psf/yr

139,157 sq. ft. @ \$ \_\_\_\_\_ psf (Actual) & \$ 1.12 psf (Pro Forma) ..... \$ \_\_\_\_\_ \$ (156,281)

Escalations, pass-throughs, other income ..... \$ \_\_\_\_\_ \$ \_\_\_\_\_

Pro Forma subtotal for Revenue 2 ..... \$ (156,281)

Less: \_\_\_\_\_ % vacancy and credit loss of Revenue 2 of ..... -(\$ \_\_\_\_\_)

Revenue 3: Defined as CPI Recovery

Effective Market Rent = \$ \_\_\_\_\_ psf/yr

139,157 sq. ft. @ \$ \_\_\_\_\_ psf (Actual) & \$ .46 psf (Pro Forma) ..... \$ \_\_\_\_\_ \$ 64,516

Escalations, pass-throughs, other income ..... \$ \_\_\_\_\_ \$ \_\_\_\_\_

Pro Forma subtotal for Revenue 3 ..... \$ 64,516

Less: \_\_\_\_\_ % vacancy and credit loss of Revenue 3 of ..... -(\$ \_\_\_\_\_)

Revenue 4: Defined as 10% Vacancy/Credit Allowance

Effective Market Rent = \$ \_\_\_\_\_ psf/yr

\_\_\_\_\_ sq. ft. @ \$ \_\_\_\_\_ psf (Actual) &amp; \$ \_\_\_\_\_ psf (Pro Forma) ..... \$ \_\_\_\_\_ \$ \_\_\_\_\_

Escalations, pass-throughs, other income ..... \$ \_\_\_\_\_ \$ \_\_\_\_\_

Pro Forma subtotal for Revenue 4 ..... \$ \_\_\_\_\_

Less: \_\_\_\_\_ % vacancy and credit loss of Revenue 4 of ..... -(\$ 156,346)

Revenue 5: Defined as \_\_\_\_\_

Effective Market Rent = \$ \_\_\_\_\_ psf/yr

\_\_\_\_\_ sq. ft. @ \$ \_\_\_\_\_ psf (Actual) &amp; \$ \_\_\_\_\_ psf (Pro Forma) ..... \$ \_\_\_\_\_ \$ \_\_\_\_\_

Escalations, pass-throughs, other income ..... \$ \_\_\_\_\_ \$ \_\_\_\_\_

Pro Forma subtotal for Revenue 5 ..... \$ \_\_\_\_\_

Less: \_\_\_\_\_ % vacancy and credit loss of Revenue 5 of ..... -(\$ \_\_\_\_\_)

Revenue 6: Defined as \_\_\_\_\_

Effective Market Rent = \$ \_\_\_\_\_ psf/yr

\_\_\_\_\_ sq. ft. @ \$ \_\_\_\_\_ psf (Actual) &amp; \$ \_\_\_\_\_ psf (Pro Forma) ..... \$ \_\_\_\_\_ \$ \_\_\_\_\_

Escalations, pass-throughs, other income ..... \$ \_\_\_\_\_ \$ \_\_\_\_\_

Pro Forma subtotal for Revenue 6 ..... \$ \_\_\_\_\_

Less: \_\_\_\_\_ % vacancy and credit loss of Revenue 6 of ..... -(\$ \_\_\_\_\_)

Garages or Parking Area Revenue:

\_\_\_\_\_ spaces @ \$ \_\_\_\_\_ /yr (Actual) &amp; \$ \_\_\_\_\_ /yr (Pro Forma)

\_\_\_\_\_ spaces @ \$ \_\_\_\_\_ /yr (Actual) &amp; \$ \_\_\_\_\_ /yr (Pro Forma)

\_\_\_\_\_ spaces @ \$ \_\_\_\_\_ /yr (Actual) &amp; \$ \_\_\_\_\_ /yr (Pro Forma)

Total = ..... \$ \_\_\_\_\_ \$ \_\_\_\_\_

Pro Forma subtotal for Parking Area Revenue ..... \$ \_\_\_\_\_

Less: \_\_\_\_\_ % vacancy and credit loss for Parking Area of ..... -(\$ \_\_\_\_\_)

Miscellaneous Revenue (not included above):

Defined as Miscellaneous Charges ..... \$ 13,537 \$ \_\_\_\_\_

Defined as ..... \$ \_\_\_\_\_ \$ \_\_\_\_\_

Pro Forma subtotal for Miscellaneous Revenue ..... \$ \_\_\_\_\_

Total Annual Income (Add columns)

\$ 1,533,405 \$ 1,854,681Total rentable sq. ft.: 139,157\$ 11.02 psf \$ 13.33 psf

Total Effective Income (Add column)

\$ 1,698,335

**Part 2: Expenses****Operating Expenses**

	Actual, 19 <u>87</u>	Pro Forma, 19 <u>89</u>
Cleaning (see note 1 below)	\$ <u>115,330</u>	\$ <u>111,609</u>
Utilities (see note 2)	\$ <u>248,336</u>	\$ <u>271,159</u>
Repairs and Maintenance (see 3)	\$ <u>128,619</u>	\$ <u>107,534</u>
Reserve for replacement	\$ _____	\$ _____
Landscaping and snow removal	\$ <u>37,501</u>	\$ <u>40,276</u>
Security	\$ <u>22,811</u>	\$ <u>31,375</u>
Office and Administrative	\$ <u>123,745</u>	\$ <u>161,749</u>
Total payroll and fringe	\$ _____	\$ _____
Management fees	\$ <u>37,278</u>	\$ <u>-</u>
Leasing commissions	\$ <u>24,524</u>	\$ <u>-</u>
Other (itemize)	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____

Operating Expenses Subtotal ..... \$ 738,144 ..... \$ 723,699

Operating Expenses psf: \$ 5.30 psf ..... \$ 5.20 psf

**Fixed Expenses**

Real estate taxes	\$ <u>123,471</u>	\$ <u>173,152</u>
Other taxes and assessments	\$ _____	\$ _____
Insurance	\$ _____	\$ _____
Other (itemize)	\$ <u>12,091</u>	\$ <u>2,583</u>
	\$ _____	\$ _____

Fixed Expenses Subtotal ..... \$ 135,562 ..... \$ 175,735

Fixed Expenses psf: \$ .97 psf ..... \$ 1.26 psf

Total Annual Expenses ..... \$ 873,706 ..... \$ 899,434

Total Expenses as % of Income: 56.98 % ..... 52.96 %

Total Expenses psf: \$ 6.28 psf ..... \$ 6.46 psf

Net Operating Income, Actual ..... \$ 659,599

Net Operating Income, Pro Forma (Effective Income less Pro Forma Expense): ..... \$ 798,901

**Complete Part 3 and/or Part 4 as appropriate****Part 3: Direct Capitalization Technique**

Capitalized Net Operating Income (Pro Forma): capitalized at 9.5 % ..... \$ 8,400,000  
 (+/-): appraisal adjustments (explain) Asbestos Removal (\$18. psf) ..... \$ (2,500,000) ←  
 Plus: excess land value (explain) ..... \$ \_\_\_\_\_  
 Capitalized Economic Approach to Value after adjustment ..... Say \$ 5,900,000

Comments: The cap rate was chosen as the most appropriate for a B-class office building of this age and condition. It is also in agreement with the sales comparable cap rates on the following page.

**Part 4: Discounted Cash Flow (DCF) Technique** (attach computer printout of analysis & assumptions)

Modeled with Mortgage Assumptions Yes ☐ No ☒

Discount rate or IRR (before tax) ..... 12 % ..... Residual capitalization rate ..... 10 %

Assumed market rent growth rate ..... 4 % ..... Assumed expense growth rate ..... 3% fixed ..... 4 %

Holding period: 10.25 years Begin date: 4 / 1 / 88 End date: 12 / 31 / 88 Year capitalized: 1999

Economic Approach to Value (from DCF printout) ..... \$ 6,010,000

(+/-): appraisal adjustments (explain) ..... \$ \_\_\_\_\_

Plus: excess land value (explain) ..... \$ \_\_\_\_\_

DCF Economic Approach to Value after adjustment ..... Say \$ 6,000,000

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Comments: The 12% IRR is chosen as an appropriate measure at risk and investor expectations for a property of this type and quality. The residual capitalization rate was determined by increasing the present cap rate by .5%.

Notes: (1) Janitorial, window washing, garbage hauling, trash removal, supplies, etc.

(2) Electric, gas, oil, steam, chilled water, water, sewer, etc.

(3) Electrical repairs, plumbing, HVAC, elevator, structural and roof, parking, etc. (other than capital improvements)

**Part 5: Leasehold Value**Economic Approach: (Direct Capitalization, ☐ Discounted Cash Flow ☐) \$ \_\_\_\_\_

Less Value of the Leased Fee:

Present Value of Ground Lease, Discounted at \_\_\_\_\_ % \$ ( \_\_\_\_\_ )

Present Value of Reversion, Discounted at \_\_\_\_\_ % \$ ( \_\_\_\_\_ )

Economic Value of Leasehold \$ \_\_\_\_\_

Remaining life of leasehold: \_\_\_\_\_ years Seller retains liability upon assignment to new owner No ☐ Yes ☐

Attach a legal opinion of lease for each leasehold property, except for re-appraisal.

Comments: (renewal terms, purchase options, financing restrictions, mortgage terms, lease terms, etc.) \_\_\_\_\_

**PHYSICAL (COST) APPROACH TO VALUE**

Land	311,018 sq. ft. @ \$ 3.00	psf =	\$ 933,000
Building	152,795 sq. ft. @ \$ 85.00	psf =	\$ 12,987,575
P.F.I.	192,000 sq. ft. @ \$ .80	psf =	\$ 154,000
Other: Asbestos Removal	139,157 sq. ft. @ \$ (18.00)	psf =	\$ (2,504,826) ←
Other:	_____ sq. ft. @ \$ _____	psf =	\$ _____
	Sub-Total Replacement Cost		\$ 13,141,575
	Less Depreciation .40%		(\$ 5,256,630)

Physical Value of Improvements \$ 7,884,945

Physical Value (includes all direct and indirect land costs) SAY \$ 6,300,000

**MARKET DATA (Sales Comparable) APPROACH TO VALUE**

Sale #	Location	Building Size Rentable Sq. Ft.	Sale Price	Price psf Rentable	Overall Capitalization Rate
1	2175 Parklake Drive	85,130 sq. ft.	\$ 6,550,000	\$ 76.94	8.8 %
2	2400 Pleasant Hill Road	41,222 sq. ft.	\$ 3,400,000	\$ 82.48	10.6 %
3	Hammond & Peachtree-Dun.	281,014 sq. ft.	\$ 25,000,000	\$ 88.96	8.9 %
4	1852 Century Place	40,000 sq. ft.	\$ 3,125,000	\$ 78.13	N/A %
5	_____	_____ sq. ft.	\$ _____	\$ _____	_____ %

Sale Date Brief Comments on Comparables and Adjustments as required:

1	10/1/85	4-story, built 1975, excellent location, downward adjustment for age, upward adjustment for time of sale, ~ \$70 psf.
2	10/ /87	3-story, built 1986, low occupancy (40%), large downward adjustment for age, ~ \$60 psf.
3	1/ /88	14 2-story office, built 1981, price is high due to land value; downward adjustment for age, ~ \$65 psf.
4	10/ /87	75% owner occupied built 1982, downward adjustment for quality of tenant base and for age, ~ \$60 psf.
5	/ /	

Value Indications for Subject Property (Estimated ranges are based on selected comparables from above)

Subject property rentable sq. ft.: 139,157 X \$ 60 psf to \$ 70 psf = \$ 8,350,000 to \$ 9,750,000

Comments: The property is significantly older than most of the comparables above. In addition, the cost of asbestos removal is estimated at \$18 psf. Considering this, an appropriate range would be \$42 psf to \$52 psf.

Market Data (Sales Comparable) Approach to Value

Subject Property Selected Range:

\$ 5,800,000 to \$ 7,100,000

APPRAISAL ASSUMPTIONS FOR 2200 CENTURY CENTER

1. The annual growth rate for operating expenses, rents, and tenant improvements is 4%. Fixed expenses grow at 3%.
2. The gross market rent is assumed to be \$15.20 psf in 1988.
3. A continuing 10% vacancy loss is assumed upon reaching full occupancy in February, 1989.
4. Total Expenses are estimated to be \$6.23 psf in 1988 and grow thereafter at the above defined rates.
5. Leasing commissions are 5.75% for new leases and 2.25% for renewals. This assumes that 25% are co-brokered.
6. In 1988, tenant improvements for new tenants are \$15 psf and \$5 psf for renewals.
7. In 1988 a capital expense allowance of \$20,000 is assumed. This amount is escalated annually at 4%.
- 8. Asbestos removal for the entire building is estimated at \$18 psf. ← This includes actual removal costs, inspections, and above ceiling tenant improvements. Actual removal is scheduled to be completed during the next four years.
9. Lease-up of the remaining space is projected to occur using 5 year leases with 1,500 s.f. per month beginning April, 1988 until fully leased in February, 1989.
10. Free rent given on new leases is calculated at 6 months during 1988-89, 3 months during 1990-93 after which no free rent is given.
11. Free rent given on renewals is 3 months during 1988 and 1 1/2 months during 1989 after which no free rent is given.
12. 67% of all tenants are expected to renew while 33% will vacate. When a tenant vacates, a 3 month vacancy period, in addition to free rent, is assumed.
13. The holding period begins on 4/1/88 and ends on 12/31/98.
14. NOI from the year 1999 was capitalized to calculate the residual value.

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APPENDIX F

## **APPENDIX F**

**EXCERPTS FROM**  
**PROPOSED SALE STRUCTURE FOR**  
**2200 CENTURY CENTER,**  
**DATED JULY 11, 1988**

MEMO TO: George C. Peterson  
Vice President, Acqs. & Sales  
Corporate Office

FROM: Frank J. Rojas  
Director, Acqs. & Sales

J. Elizabeth Andress  
Investment Manager, Acqs. & Sales  
Atlanta Realty Group

DATE: July 11, 1988

SUBJECT: Proposed Sale Structure

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The following summary represents the proposed sale structure for Century Center we negotiated with Goldman, Janger, and White.

PURCHASE PRICE: \$72,500,000

Cash to Pru at Closing:	\$11,985,000 PRISA
	2,215,000 General Account
	<u>\$14,200,000</u>

PURCHASE MONEY MORTGAGES:

- \$ 5,778,400 (Secured by Phase II and IV - PRISA)
- \$ 8,861,600 (Secured by Phases I and III - General Account)
- \$14,940,000 (Secured by Phase VIII).
- On Phases II and IV \$3,361,540 funded at Closing. The remainder will begin earning interest as the asbestos is removed on a \$20 per square foot pro rata basis and income support funds are drawn down until \$2,416,860 support fund is disbursed. See proposed contract language following.
- On Phases I and III \$5,478,460 funded at closing. The remaining \$3,383,140 will begin earning interest as provided for in Phases II and IV.
- Interest only for 5 years @ 9.0%
- Two year extension option for Phases I-IV at market rate with a 10.0% cap.
- Three year extension option for Phase VIII if AT&T does not renew at least 50% of their space, otherwise they have a two year extension option. At market rate with a 10.0% cap.
- 80% LTV ratio except on the AT&T Building which has a ratio of approximately 81%. Secondary financing permitted with restrictions.
- Purchaser may transfer loans one time with no fee. Restrictions on secondary financing with sale.

→ Asbestos Removal Fund: (\$4,800,000) As purchaser removes asbestos from Phases I and IV, purchaser will request from Prudential reimbursement of the removal costs. As Prudential reimburses purchaser, purchaser must begin paying interest on the cost of the removal. Purchaser must remove at

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least 50% of the asbestos within 5 years in order to be permitted to extend the loan. If purchaser has not removed at least 50%, then the remaining balance of the asbestos fund shall be credited to the gross principal balance of the loan and the loan becomes due and payable.

Support Fund: (\$1,000,000) Every six months, purchaser may request from Prudential the difference between actual cash flow and the cash flow projected in the offering brochure. As Prudential makes disbursements, purchaser must begin paying interest on the amount of the disbursements as part of the loan. Any fund remaining at the end of five or seven years will be credited against the gross loan amount.

GAP LOAN: \$28,720,000 (Secured by Phases V and VIII)

- ° Matures 6-30-89
- ° 8% interest rate from Closing through 12-31-88
- ° 12% interest rate from 1-1-89 through 6-30-89
- ° 80% LTV ratio

TIMING:

- ° Completion of Due Diligence: 7-1-88
- ° Contract execution: 7-20-88 (\$500,000 earnest money deposit)
- ° Closing: 9-1-88

SOUTHERN BELL CONTINGENCY:

Closing is conditioned upon the execution of the Southern Bell leases in Phase V. See following summary of Southern Bell lease proposal.

GROSS PURCHASE PRICE ALLOCATIONS:

Phase	Property Number	Gross Price Allocation	Prudential Appraisal	Description	Address
I	IP 4046	\$ 7,250,000	\$ 6,225,000	Old Pru Bldg.(asbestos)	2200 Century Pkwy.
II	PR 154 ✓	\$ 3,728,000	\$ 3,200,000	Low Rise	1900 Century Blvd.
III	IP 4056	\$ 3,827,000	\$ 3,285,000	Low Rise	1700 Century Circle
IV	PR 171	\$ 3,495,000	\$ 3,000,000	Sunkist Bldg.(asbestos)	2600 Century Pkwy.
V	PR 177 ✓	\$19,000,000	\$17,000,000	Triangle	1800 Century Blvd.
VII	PR 388	\$16,900,000	\$18,000,000	Twin Glass Bldg.	2635 Century Pkwy.
VIII	PR 753 ✓	\$18,300,000	\$20,000,000	AT&T Building	2800 Century Pkwy.
		\$72,500,000	\$70,710,000		

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APPENDIX F

## **APPENDIX G**

**EXCERPTS FROM**  
**AGREEMENT FOR PURCHASE AND SALE FOR**  
**2200 CENTURY CENTER,**  
**DATED JULY 28, 1988**

AGREEMENT FOR PURCHASE AND SALE

(General Account)

by and between

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

as Seller,

and

CENTURY CENTERGROUP

as Purchaser

July 28, 1988

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K. Materials Removal Fund. At Closing, Seller shall establish a fund out of the proceeds of the cash portion of the Purchase Price in the amount of Three Million Three Hundred Eighty-Three Thousand One Hundred Forty Dollars (\$3,383,140.00) (the "Removal Fund"), which Removal Fund shall be held and disbursed by Seller pursuant to the terms of the Mortgage Loan Conditions; in the event that, prior to Closing, Seller removes all Materials (as defined in the Mortgage Loan Conditions) from portions of the building located at 2200 Century Parkway in accordance with the standards of the Mortgage Loan Conditions, then the amount of the Removal Fund so established at Closing shall be reduced only to the extent that such removal, and the cost thereof, have been approved and consented to by Purchaser in writing after the date of July 21, 1988.

6. Closing. Closing (the "Closing") shall occur in the offices of Alston & Bird, 1200 C&S National Bank Building, 35 Broad Street, Atlanta, Georgia 30335 at 9:00 a.m. on September 1, 1988, except that in the event that on or before August 25, 1988 a New Southern Bell Lease has not been executed and delivered by each of Seller and Southern Bell (as hereinafter defined), then the date of Closing shall be extended to a date which is seven (7) business days after the date of full execution and delivery as aforesaid of the New Southern Bell Lease; but in no event shall the date of Closing be extended beyond September 30, 1988. Seller shall deliver possession of the Property, subject to the Permitted Title Exceptions, to Purchaser at the time of Closing; as provided in Paragraph 15, Seller's management contract shall be terminated at Closing.

7. Closing Costs. Purchaser shall pay the costs of all title searches, examinations and abstracts of title, the costs of any new or updated surveys of the Property obtained by Purchaser, the costs of any other investigations, studies and

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Closing hereunder and any termination of this Agreement. In addition, in the event of any termination of this Agreement, Purchaser shall deliver to Seller the originals or photocopies of all inspection reports and results, test reports and results, appraisals, analyses, surveys or other reports received or obtained by or for Purchaser with respect to the Property or any part thereof. In addition to the foregoing, Purchaser acknowledges and agrees that Purchaser is aware that certain of the Improvements (namely, the building located at 2200 Century Parkway and otherwise as previously disclosed to Purchaser) contain asbestos and asbestos-containing materials (the "Materials") and that, as a consequence thereof, Purchaser has required that Seller set aside at Closing the Removal Fund and Purchaser has agreed to remove the Materials after Closing. Purchaser has investigated the status of the Property with respect to the Materials and has received bids from contractors with respect to the cost of removal of the Materials and has otherwise become satisfied with Purchaser's capacity to own and operate the Property notwithstanding the existence of the Materials, with the costs of removing the Materials and with the obligations and liabilities related thereto upon acquisition of the Property by Purchaser. Therefore, Purchaser acknowledges and agrees that Purchaser shall not be entitled to terminate this Agreement in the event that Purchaser hereafter becomes dissatisfied with the Property on account of the Materials or any costs, expenses, claims or liabilities related thereto or involved in the removal thereof.

10. Condition of Premises at Closing.

A. "As-Is" Conveyance. In consideration of Seller's creation of the Removal Fund and Purchaser's receiving access to the Property as permitted by Seller prior to the execution of this Agreement in order for Purchaser to conduct such studies, tests, investigations, inspections and analyses with respect to the Property as Purchaser has desired, Purchaser

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knowledges and confirms that Purchaser shall accept Seller's conveyance of the Property to Purchaser in "as-is" condition free of any warranty by Seller except as otherwise expressly provided in this Agreement and free of any obligation by Seller to perform any repairs or other improvement work with respect to the Property except as otherwise expressly provided in Paragraph 10C hereof.

B. No Right of Set-Off. Furthermore, Purchaser acknowledges and agrees that Purchaser shall have, and shall claim, no right of set-off, reduction, counterclaim or any other similar claims or defenses against payment or performance under any instruments executed to evidence or secure the purchase money financing described herein by virtue of any representations and warranties given to Purchaser in this Agreement or otherwise in the instruments of conveyance to Purchaser delivered at Closing and by virtue of any loss, damage or expenses on account of said representations and warranties or the correctness or incorrectness thereof.

C. Operation and Leasing Prior to Closing. Prior to Closing or other termination of this Agreement or default by Purchaser hereunder and except as otherwise set forth below, Seller shall have full discretion on all leasing, maintenance, repair and operating matters with respect to the Property and shall during such period conform to Seller's present policies regarding the leasing, maintenance, repair and operation of the Property; but Seller shall have no obligation to make any tenant improvements except as, if and at the time required by existing Space Leases and subject to the provisions hereinafter set forth. With respect to any other tenant improvements for the cost of which Seller is responsible under the preceding sentence, Seller may, as to any portion of the cost thereof which is not due and payable by Closing, furnish Purchaser at Closing a credit against the cash portion of the Purchase Price in the amount of such unpaid portion of such cost and Purchaser

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and

Robert L. Foreman, Jr., Esq.  
Alston & Bird  
1200 C&S National Bank Building  
35 Broad Street  
Atlanta, Georgia 30335

if to Purchaser:

Jerome Janger, Esq.  
138 South Lasky Drive  
Beverly Hills, California 90212

with a copy to:

Mr. Roderick T. White  
White & Associates, Inc.  
Suite 1500  
1800 Century Boulevard, NE  
Atlanta, Georgia 30345

14. Asbestos Materials.

A. Removal of Asbestos Materials. After Closing, Purchaser shall remove, at Purchaser's sole cost and expense (including, but not limited to, reimbursements for costs and expenses drawn from the Removal Fund), the asbestos-containing materials described in the reports of BCM Converse, Inc. dated April 28, 1986 and McCrone Environmental Services, Inc. dated April 22, 1986 (the "Reports") from the building located at 2200 Century Parkway in such a manner as to prevent the disbursement of asbestos fibers. Purchaser shall conduct such removal and shall transport, store and dispose of such asbestos in a manner which is in compliance with all federal, state and local laws, regulations and standards whenever and by whomever triggered (including, but not limited to, the Federal Clean Air Act, 42 U.S.C. Sec. 7401 et seq.) with respect to the removal of such materials and Purchaser shall initiate and complete such removal in an orderly and timely manner, all as set forth in the Mortgage Loan Conditions. Nothing in this subparagraph shall be deemed a representation by Seller that the work contemplated by the Reports is the only asbestos work required or desirable at the Property.

B. Asbestos Litigation. In consideration of the establishment of the Removal Fund to be held by Seller pursuant to the terms of the Mortgage Loan Conditions referenced in

PIS 4000044

Paragraph 28 hereof, and notwithstanding anything in this Agreement to the contrary, it is understood and agreed that Seller is not selling to Purchaser and Purchaser is not purchasing from the Seller any interest in Civil Action No. 87-4227, in the U.S. District Court for the District of New Jersey: The Prudential Insurance Company of America; PIC Realty Corporation; and 745 Property Investments, Plaintiffs v. United States Gypsum Company, et al., or Civil Action No. 87-4238, in the U.S. District Court for the District of New Jersey: The Prudential Insurance Company of America and PIC Realty Corporation, Plaintiffs v. National Gypsum Company, being generally, actions seeking damages against numerous entities involved with asbestos located in certain buildings, including the Property (hereinafter, such proceedings are referred to as the "Existing Actions"). In addition, it is understood and agreed that Seller is not selling to Purchaser and Purchaser is not purchasing from Seller any claims, actions, causes of action or other rights against any asbestos manufacturer, distributor, vendor, architect, engineer, contractor, subcontractor or other asbestos supplier with respect to the Property, but rather all such claims and other rights shall continue to remain with and belong to Seller, whether pursuant to the terms of the Existing Actions or any other action or claim now or hereafter made or commenced by Seller against the parties in the Existing Actions or any other company or entity or in any other action or method which Seller may pursue. Nothing in the foregoing is intended to restrict Purchaser from pursuing any rights or remedies it may have against its own asbestos contractors in connection with the removal, enclosure or encapsulation of the asbestos. Purchaser agrees to cooperate with Seller in any such action or method of pursuing asbestos damage recovery, all at no cost or expense to Purchaser. Without limiting the above, it is understood that Purchaser shall provide access to Seller to take such tests and

PIS 4000045

do other discovery as Seller or said parties in the Existing Actions may deem necessary or desirable, provided that Seller shall pay the costs of any such testing and discovery; Seller shall, and does hereby agree to, indemnify, defend and hold Purchaser harmless from any actions, suits, liens, claims, damages, expenses, losses and liability arising out of the exercise of such rights by Seller and said parties in the Existing Actions (including, without limitation, any rights or claims of materialmen or mechanics to liens on the Property), which indemnity, defense and hold harmless agreement shall survive Closing hereunder. Any such testing or discovery shall be coordinated with Purchaser and shall be conducted in a manner which will not materially interfere with any tenants or any other business operations on the Property. At such time as Purchaser is prepared to commence the actual removal of any of the asbestos from the Property, Purchaser shall give Seller notice prior to such commencement of actual removal (which notice shall be in writing and shall be given not less than 70 days prior to the commencement of such actual removal, unless such removal is in accordance with a schedule previously submitted by Purchaser and approved by Seller) in order that Seller or other litigants or their agents or representatives shall be able to conduct such tests or take such other discovery as it shall deem appropriate or desirable prior to such removal. The terms of this Paragraph 14B shall survive the Closing, shall "run with the land" and be binding upon the Purchaser and its successors and assigns. Each of the Deeds and Ground Lease Assignments to be delivered pursuant to Paragraph 5 of this Agreement (or, in lieu thereof, a separate instrument acceptable in form to Seller and Purchaser which shall be in recordable form and shall be recorded along with said Deeds and Assignments) shall contain a provision preserving to Seller the rights reserved by this Paragraph 14B.

PIS 4000046

## **APPENDIX H**

### **REMOVAL FUND ALLOCATION REQUEST FOR 2200 CENTURY CENTER - GROUND FLOOR**



WHITE & ASSOCIATES

W H I T E & A S S O C I A T E S

October 10, 1990

Ms. Elizabeth Andress  
The Prudential Acquisitions and Sales Group  
One Ravinia Drive  
Suite 1400  
Atlanta, Georgia 30346

SUBJECT: REMOVAL FUND ALLOCATION-FINAL REQUEST  
2200 CENTURY PARKWAY BUILDING  
ATLANTA, GEORGIA

Dear Elizabeth:

In accordance with Exhibit F, Section 3 of the loan agreement between Century Centergroup and the Prudential Insurance Company of America, we respectfully make a final request for disbursement in the amount of \$250,000.00. This amount is based upon the substantial completion of all asbestos abatement from the Ground through Sixth, Eighth and Ninth Floors; approximately 10,460 square feet of the Seventh Floor; and both of the interior stairwells from the Ground through Ninth Floors, at the above referenced project; as detailed in our ten previous requests for disbursement. Included with this letter you should find copies of the following documents, further attesting to the final completion of the above-referenced project:

1. Exhibit A - Affidavit of duly authorized general partner of Century Centergroup, dated October 4, 1990 attesting that; 1) all Asbestos Containing Materials have been abated from those areas of the Building which were designated as requiring Asbestos Abatement upon our taking ownership of the Building, in accordance with the Removal Fund, and; 2) all costs related to the Abatement of those same Materials have been paid in full;
2. Exhibit B - Certificate from Samurai Construction Company, Inc., dated October 4, 1990 certifying that all Materials have been removed from the following areas of the Building which they were contractually obligated to perform removal of the Materials in accordance with the Plan:
  - o All of the Ground Floor, except the Chiller Room
  - o All of the First through Sixth Floors
  - o Approximately 10,460 square feet of the Seventh Floor
  - o All of the Ninth Floor
  - o Ground through Ninth Floor Interior Stairwells

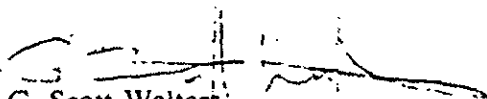
Elizabeth Andress  
Prudential Acquisitions and Sales Group  
October 10, 1990  
Page 2

3. Exhibit C - Certificate from Asbestos Abatement Technology, Inc., dated October 4, 1990, certifying that all Materials have been removed from the Eighth Floor, i.e, those portions of the Building which they were contractually obligated to perform removal of the Materials in accordance with the Plan;
4. Exhibit D - Certificate from the Consultant, Westinghouse Environmental and Geotechnical Services, Inc., dated October 5, 1990, stating that all Materials have been abated from the above referenced areas of the Building, in accordance with the Plan;
5. Exhibit E - Final Release of Lien from Samurai Construction Company, Inc., dated October 4, 1990, and;
6. Exhibit F - Final Release of Lien from Asbestos Abatement Technology, Inc., dated October 4, 1990.

To the best of my knowledge, this satisfies your requirements for final disbursement request as set forth in the closing documents between Prudential and Century Centergroup. If you have any questions about the submittals provided herein, require any further information, or if I may be of further assistance, please do not hesitate to contact me.

Sincerely,

WHITE & ASSOCIATES MANAGEMENT GROUP

  
G. Scott Walters  
Vice President Development

attachments

cc: Sharon Tiller  
Ted Jacobson

PIS 4002757

APPENDIX I

## **APPENDIX I**

### **SUMMARY OF DISBURSEMENTS AND REMOVAL FUND ALLOCATION - FINAL REQUEST, 2200 CENTURY CENTER**

ASBESTOS ABATEMENT  
2200 BUILDING  
CENTURY CENTER

FLOOR	SOFT COST/SQFT	DISBURSEMENT REQUEST	PROJECTED ABATEMENT DATE	COMMENTS
EIGHT	12557 \$27.40	\$344,061.80	COMPLETED	PAID MAY 15, 1989
GROUND	12557 \$27.40	\$321,045.80	COMPLETED	PAID SEPT 15, 1989; HOLDBACK OF \$23,016 FOR 840 SF ELECTRICAL ROOM
FIFTH	12557 \$27.40	\$319,061.80	COMPLETED	PAID DECEMBER 1, 1989; HOLDBACK OF \$25,000 FOR FUTURE ABATEMENT OF STAIRWELLS
ELEC ROOM		\$23,016.00	COMPLETED	PAID JAN 3, 1990
SIXTH	12557 \$27.40	\$319,061.80	COMPLETED	PAID FEBRUARY 6, 1990; HOLDBACK OF \$25,000 FOR FUTURE ABATEMENT OF STAIRWELLS
		\$1,376,247.20		
SECOND	12557 \$27.40	\$319,061.80	COMPLETED	DISBURSEMENT REQUEST IN PROCESS; \$25,000 HOLDBACK FOR STAIRWELLS
SEVENTH	10459 \$27.40	\$261,583.80	COMPLETED	DISBURSEMENT REQUEST IN PROCESS; \$25,000 HOLDBACK FOR STAIRWELLS
		\$580,645.60		
FIRST	12557 \$27.40	\$344,061.80	MAR-90	
THIRD	12557 \$27.40	\$344,061.80	MAY-90	
NINTH	12557 \$27.40	\$344,061.80	MAY-90	
FOURTH	12557 \$27.40	\$344,061.80	JUN-90	
		\$1,376,247.20		
HOLDBACK FOR STAIRWELLS		\$100,000.00		
TOTAL		\$3,383,140.00		



WHITE & ASSOCIATES

October 10, 1990

Ms. Elizabeth Andress  
The Prudential Acquisitions and Sales Group  
One Ravinia Drive  
Suite 1400  
Atlanta, Georgia 30346

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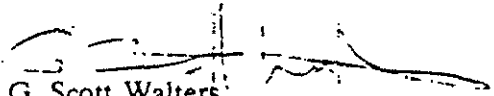
Elizabeth Andress  
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October 10, 1990  
Page 2

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Sincerely,

WHITE & ASSOCIATES MANAGEMENT GROUP

  
G. Scott Walters  
Vice President Development

attachments

cc: Sharon Tiller  
Ted Jacobson

PIS 4002757



## **APPENDIX J**

**BCM CONVERSE ASBESTOS SURVEY REPORT,**  
**DATED APRIL 26, 1986**

# ASBESTOS SURVEY REPORT

FOR

PRUDENTIAL INSURANCE COMPANY  
CENTURY CENTER COMPLEX

PROJECT NO. 05-4151-06

COPY

APRIL 28, 1986



Engineers, Planners and Scientists

# REPORT

PIS 4009963

ASBESTOS SURVEY REPORT

FOR

PRUDENTIAL INSURANCE COMPANY

CENTURY CENTER COMPLEX

BCM PROJECT NO. 05-4151-06

APRIL 28, 1986



---

W. T. Dumas, P. E.  
Manager, Engineering Services

BCM CONVERSE INC.  
108 ST. ANTHONY STREET  
MOBILE, ALABAMA 36602

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PIS 4010036

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2.0 METHODS OF ANALYSIS.....	2
3.0 RESULTS .....	4
4.0 RECOMMENDATIONS.....	14

APPENDICES

APPENDIX A INTERIM CONTROLS

APPENDIX B OSHA REGULATIONS

APPENDIX C AIR MONITORING DATA REPORT

1.0 INTRODUCTION

Prudential Insurance Company retained BCM Converse Inc. to survey and sample properties held by Prudential in the South and Southeastern regions for the presence of friable asbestos-containing materials. On April 17, 1985 Prudential's representative, Bxl Burt, requested BCM to perform the survey and sampling of the Century Center Office Complex.

A visual survey was conducted on April 18, 19, and 20, 1986, to locate friable potentially asbestos-containing materials (ACM). When friable materials were found, samples were collected for laboratory analysis to confirm the presence or absence of asbestos fibers within the material. Following the visual survey, air quality monitoring was performed to determine the concentration of airborne fibers within the areas.

Although the quantitative results are included in this report, further investigation is in progress to determine the significance of the data. An additional report addressing the air monitoring results will be issued in the near future.

2.0 METHODS OF ANALYSIS

2.1 Visual Survey

The initial step in identifying friable asbestos-containing materials involves a thorough walk-through visual inspection. Asbestos inspections are conducted in accordance with Chapter I of title 40 of the Code of Federal Regulations, Part 763. Friable materials, those materials that are easily crumbled and most likely to contribute to air particulate concentrations, were the main focus of the inspections. Materials that are traditionally non-friable, such as pipe and equipment insulation, are also documented when observed.

2.2 Sampling Procedures

Following the visual survey, samples of the friable material were obtained using EPA protocol. To determine the sampling requirements, the investigator first located the different sampling areas by evaluating the texture, color, thickness and consistency of the material. From each sampling area, a statistically valid number of randomly located samples were obtained.

Air monitoring was performed in areas where friable materials were located, and/or where bulk sampling was performed to document the presence of asbestos.

2.3 Analytical Procedures

The bulk samples obtained were analyzed utilizing polarized light microscopy with dispersion staining, and when necessary, x-ray diffraction to determine the presence of asbestos fibers. Once

the presence of asbestos is verified, the specific type of asbestos is ascertained. Finally, the asbestos content for each sample, as a percentage, is determined. The laboratory analyzing the samples was EnviroSciences, Inc., 3509 Haworth Drive, Raleigh, North Carolina. The laboratory is managed by Reginald C. Jordan who is an A.B.I.H. Certified Industrial Hygienist. The complete laboratory report is maintained in BCM files, and is available for review when requested.

The air sampling was performed utilizing NIOSH method 7400 to determine the concentration of airborne fibers within the atmosphere. Method 7400 determines fiber concentration of particulates five microns in length with a length to width ratio of five to one. The method is not specific to asbestos fibers alone, but determines the concentration of all fibers which are similar to the asbestos fiber.

3.0 RESULTS

ECM representative, Mark A. Johnson, performed the visual survey, bulk sampling, and the air quality monitoring on April 18, 19, and 20, 1986.

The results of the visual inspection and the analysis of the bulk and air samples obtained are as follows:

Building 2200VISUAL OBSERVATION

Friable fireproofing was observed on structural steel throughout the building (Floors 1 through 10 and basement). A transite cooling tower was observed on the roof. Pipe lagging and pipe elbows, possibly containing asbestos, were observed in the mechanical rooms on all floors.

BULK SAMPLING RESULTS

<u>SAMPLE NO.</u>	<u>LOCATION</u>	<u>RESULTS</u>
01	4th Floor Ceiling Tile	0%
02	4th Floor - Fireproofing	20%
03	7th Floor Mech Room Pipe Elbow Tape	10%
04	7th Floor - Fireproofing	20%
05	Basement - Elbows on Chillers	50%
06	10th Floor - Fireproofing	6%
07	10th Floor - Fireproofing	5%
08	10th Floor - Fireproofing	7%
09	10th Floor - Elbows in Mech Room - on Hot Water Heater	10%

BUILDING 2200

(continued)

BULK SAMPLING RESULTS

<u>SAMPLE NO.</u>	<u>LOCATION</u>	<u>RESULTS</u>
10	9th Floor - Ceiling Tile	0%
11	9th Floor - Fireproofing	8%
12	9th Floor - Fireproofing	8%
13	9th Floor - Fireproofing	7%
14	8th Floor - Fireproofing	9%
15	8th Floor - Fireproofing	7%
16	8th Floor - Fireproofing	7%
17	7th Floor - Fireproofing	6%
18	7th Floor - Fireproofing	8%
19	7th Floor - Fireproofing	10%
20	7th Floor Mech Room Pipe Elbows - Tape	40%
21	6th Floor - Fireproofing	6%
22	6th Floor - Fireproofing	9%
23	6th Floor - Fireproofing	7%
24	5th Floor - Fireproofing	8%
25	5th Floor - Fireproofing	15%
26	5th Floor - Fireproofing	8%
27	5th Mech Room Pipe Elbow - Tape	50%
28	4th Floor - Floor Tile	0%
29	4th Floor - Fireproofing	10%
30	4th Floor - Fireproofing	7%
31	3rd Floor - Fireproofing	6%
32	3rd Floor - Fireproofing	6%
33	3rd Floor - Fireproofing	8%
34	2nd Floor - Fireproofing	10%
35	2nd Floor - Fireproofing	8%

BUILDING 2200

(continued)

BULK SAMPLING RESULTS

<u>SAMPLE NO.</u>	<u>LOCATION</u>	<u>RESULTS</u>
36	2nd Floor - Fireproofing	8%
37	1st Floor - Fireproofing	7%
38	1st Floor - Fireproofing	8%
39	1st Floor - Fireproofing	8%
40	Basement - Fireproofing	6%
41	Basement - Fireproofing	6%
42	Basement - Fireproofing	9%
43	Basement - Elbows in Chiller Rm - Water Supply Line	10%
44	Basement - Elbows in Heater Tank Rm	2%

AIR SAMPLING RESULTS

<u>SAMPLE NO.</u>	<u>LOCATION</u>	<u>RESULTS</u> (fibers/cc)
01	4th floor Exposed Area	0.071
02	4th Floor Vacuum Sample	*
03	4th Floor Vacuum Sample	*
04	4th Floor Wipe Sample	Too
05	4th Floor Wipe Sample	dirty
06	4th Floor Wipe Sample	to read

\* Both vacuum samples indicated a significant quantity of fibers resembling the configuration of asbestos fibers.

BUILDING 2200

(continued)

AIR SAMPLING RESULTS

<u>SAMPLE NO.</u>	<u>LOCATION</u>	<u>RESULTS</u> (fibers/cc)
07	4th Floor Exposed Area	0.009
08	9th Floor Background	0.020
09	8th Floor Background	0.016
10	7th Floor Background	0.028
11	6th Floor Background	0.008
12	10th Floor Background	0.011
13	5th Floor Background	0.007
14	3rd Floor Background	0.006
15	2nd Floor Background	0.009
16	1st Floor Background	0.007
17	Basement Background	0.006

LOCATION OF ASBESTOS MATERIAL

Asbestos materials were confirmed within the following areas of Building 2200:

<u>AREA</u>	<u>TYPE</u>	<u>LOCATION</u>
Basement, Floors 1-10	Fireproofing	Throughout Floor
Mechanical Rooms	Pipe Elbows	Piping
Roof Level	Transite Panels	Cooling Tower

Building 2600VISUAL OBSERVATION

Friable fireproofing was observed on structural steel throughout the building (Floors 1 through 4 ) and basement. Other materials observed include a transite cooling tower at ground level and insulated pipe elbows in the chiller building area.

BULK SAMPLING RESULTS

<u>SAMPLE NO.</u>	<u>LOCATION</u>	<u>RESULTS</u>
01	Basement Fireproofing	25%
02	Basement Fireproofing	7%
03	Basement Fireproofing	9%
04	Basement Ceiling Tile	0%
05	1st Floor - Fireproofing	8%
06	1st Floor - Fireproofing	8%
07	1st Floor - Fireproofing	6%
08	1st Floor - Ceiling Tile	0%
09	2nd Floor - Fireproofing	7%
10	2nd Floor - Fireproofing	9%
11	2nd Floor - Fireproofing	9%
12	3rd Floor - Fireproofing	8%
13	3rd Floor - Fireproofing	9%
14	3rd Floor - Fireproofing	6%
15	Chiller Building - Elbows	0%
16	4th Floor - Fireproofing	5%
17	4th Floor - Fireproofing	6%
18	4th Floor - Fireproofing	6%

BUILDING 2600  
(continued)

AIR SAMPLING RESULTS

<u>SAMPLE NO.</u>	<u>LOCATION</u>	<u>RESULTS</u> (fibers/cc)
18	4th Floor Background	0.006
19	3rd Floor Background	0.006
20	Basement Background	0.006
21	1st Floor Background	0.007
22	2nd Floor Background	0.006

LOCATION OF ASBESTOS MATERIAL

<u>AREA</u>	<u>TYPE</u>	<u>LOCATION</u>
Basement, Floors 1 - 4	Fireproofing	Throughout Floors
Chiller Mech Room	Pipe Elbows	Piping
Ground Level	Transite	Cooling Tower



**Halliwell Backup for Century Center Complex**

<b><u>Date</u></b>	<b><u>Description</u></b>
	<b><u>2200 Century Center Drawings</u></b>
	Drawings of Century Center I ground floor through the 10 <sup>th</sup> floor
	<b><u>2600 Century Center Drawings</u></b>
	Drawings of Century Center II
	<b><u>4/86 BCM Survey</u></b>
4/28/86	Asbestos Survey Report for Prudential Insurance Company, Century Center Complex prepared by BCM Converse
	<b><u>Century Center Inspection 2</u></b>
	Jack Halliwell Photo Log
	<b><u>2200 Century Center Ground Floor Cost File (before sale) – Suite 30</u></b>
8/21/87	Central Jersey Coatings Invoice in the amount of \$6,564 for asbestos removal and replacement of the 2200 Building ground floor Suite 30, 9 <sup>th</sup> floor partial suite
	<b><u>10<sup>th</sup> Fl. Project File (2200)</u></b>
2/88	Project specifications, general terms and conditions 2200 Century Center prepared by ATEC Environmental Services
3/15/88	Letter from ATEC Associates to Property Management Systems re: 10 <sup>th</sup> floor and penthouse asbestos abatement, 2200 Building, Century Center
3/21/88	Century Center 2200 Building Mandatory Pre-Bid Meeting Minutes
4/20-5/25/88	Century Center Progress Meeting Minutes
5/19/88	Letter from ATEC Associates to Asbestos Abatement Technology re: Century Center Certification of Substantial Completion
5/27/88	Letter from Geo Environmental Services to Asbestos Abatement Technology re: air monitoring and air sample analysis, 2200 Century Tower, 10 <sup>th</sup> floor

<u>Date</u>	<u>Description</u>
4/16-5/14/88	ATEC Associates Project Inspection Reports for 2200 Century Center <u>Century Center O&amp;M, 2200 and 2600</u>
4/29/88	ATEC Associates Invoice No. 3204609 in the amount of \$3,510
11/30/87	BCM Converse Invoice No. 11-1486 in the amount of \$840.28
11/30/87	BCM Converse Invoice No. 11-1410 in the amount of \$900.75
3/31/88	BCM Converse Invoice No. 3-463 in the amount of \$593.76
3/31/88	BCM Converse Invoice No. 3-465 in the amount of \$2,092.05
4/29/88	BCM Converse Invoice No. 4-501 in the amount of \$1,148.71
3/29/88	BCM Converse letter to Prudential enclosing Invoice 4-501
12/1/87	BCM Converse letter to Property Management Systems re: Century Center – Construction Surveillance and Industrial Hygiene Services from 11/7-11/8/87 for the asbestos abatement at Century Center
8/13/87	Letter from BCM Converse to Prudential re: Air Monitoring and O&M
11/10/87	Letter from BCM Converse to Property Management Systems re: O&M Training Respirator Fit Tests
1/29/88	BCM Converse Invoice No. 1-155 in the amount of \$2,362.50
1/27/88	BCM Converse letter to Prudential re: Century Center enclosing copies of BCM invoices
12/4/87	BCM Converse letter to Prudential re: Century Center enclosing invoices
11/2/89	Westinghouse Environmental & Geotechnical Services Invoice G17982 in the amount of \$588.87
1/4/88	Letter from ATEC Associates to Property Management Systems re: proposal to provide industrial hygiene services, 2200 and 2600 Buildings, Century Center
1/27/88	Letter from Property Management Systems to Prudential recommending acceptance of ATEC Associates proposal

<u>Date</u>	<u>Description</u>
<b><u>2200 Century Center 10<sup>th</sup> Floor Civil Suit</u></b>	
1/23/91	Memorandum re: Asbestos-Containing Materials, 2200 Century Parkway Building, 10 <sup>th</sup> floor
1/9/92	Memorandum re: 2200 Century Parkway Building, 10 <sup>th</sup> floor ACM Cleanup
1/30/91	Memorandum re: 2200 Century Parkway, 10 <sup>th</sup> floor Asbestos Cleanup
<b><u>2200 Century Center Sales Agreement</u></b>	
1/20/88	Letter from Property Management Systems to Prudential re: Asbestos Abatement, 2200 and 2600 Buildings, Century Center, Atlanta, Georgia enclosing preliminary numbers  Property Strategy, Century Center I
7/11/88	Memo re: proposed sale structure for Century Center
7/28/88	Agreement for Purchase and Sale (general account) by and between Prudential and Century Center Group
8/16/89	Letter from White & Associates Real Estate to Prudential re: Removal Fund Allocation 2200 Century Center Building – ground floor  Asbestos abatement 2200 Building, Century Center
10/10/90	White & Associates Real Estate letter to Prudential re: Removal Fund Allocation – final request 2200 Century Parkway Building, Atlanta, Georgia
<b><u>2200 Century Center Ground Floor Cost File (before sale) Mechanical Room</u></b>	
11/12/87	Central Jersey Coatings Invoice in the amount of \$4,862 for asbestos removal and replacement at 2200 Century Boulevard mechanical chiller room
2/12/88	BCM Converse letter to Prudential re: Century Center enclosing Invoice No. 1-154 in the amount of \$954.26
4/29/88	BCM Converse letter to Prudential re: HVAC Emergency Services enclosing Invoice No. 4-501 in the amount of \$1,148.71

<u>Date</u>	<u>Description</u>
11/18/87	Letter from Asbestos Abatement Services to Property Management Systems enclosing results of analysis for air samples collected during the asbestos abatement project at 2200 Century Boulevard
	<u>Century Center Inspection 1</u>
	Photographs and Jack Halliwell Photo Log
	<u>2200 Century Center Suite 750 (before sale) Cost File</u>
2/25/88	Central Jersey Coatings Invoice No. 8802-011 in the amount of \$22,263 for asbestos work done on Suite 750
3/18/88	Swofford & Co. Invoice No. 0549 in the amount of \$4,762.70 for drywall due to abatement
1/5/88	Letter from Central Jersey Coatings to PMS White Associates re: asbestos abatement and re-fireproofing Suite 750, 2200 Building
1/29/88	Prudential proposal to Property Management Systems for asbestos removal
	<u>Century Center (2200) 10<sup>th</sup> Floor (before sale) Cost File</u>
4/28/88	Letter from ATEC Associates to Property Management Systems re: AAT Payment Request No. 1 for 2200 Century Center asbestos abatement in the amount of \$46,564.20
5/19/88	Letter from ATEC Associates to Property Management Systems re: AAT Payment Request No. 2 for 2200 Century Center asbestos abatement – request for \$41,523.30
1/29/88	ATEC Associates Invoice No. 3203841 in the amount of \$1,830.90
2/29/88	ATEC Associates Invoice No. 3204073 in the amount of \$6,631.25
4/29/88	ATEC Associates Invoice No. 3204599 in the amount of \$5,661.63
5/31/88	ATEC Associates Invoice No. 3201866 in the amount of \$10,713.05
6/30/88	ATEC Associates Invoice No. 3205100 in the amount of \$1,318
6/28/88	Swofford & Co. Invoice No. 0606 in the amount of \$2,375

<u>Date</u>	<u>Description</u>
3/22/88	Property Management Systems 1 order for approval of \$7,546.65 to ATEC Associates Air Monitoring
4/5/88	Prudential Proposal for Asbestos Abatement Technology with the Brand Companies and DPC General Contractors
4/13/88	Agreement between Asbestos Abatement Technology, Inc. and Property Management Systems, agent for Prudential  2200 Century Center Bid Matrix
3/15/88	ATEC Associates letter to Property Management Systems re: 10 <sup>th</sup> floor and penthouse asbestos abatement
3/30/88	ATEC Environmental Services letter to Property Management Systems re: bid review and award recommendation to Century Center 10 <sup>th</sup> floor
2/3/88	Letter from General Contractors, Inc. to ATEC Associates re: 2200 Century Center 10 <sup>th</sup> floor proposal for removal of asbestos-containing fireproofing
2/29/88	Letter from ATEC Associates to Property Management Systems re: 10 <sup>th</sup> floor asbestos abatement, 2200 Building, Century Center
5/16/88	Letter from Asbestos Abatement Technology, Inc. to ATEC Environmental Services re: 10 <sup>th</sup> floor, 2200 Century Center asbestos abatement
5/19/88	Letter from ATEC Associates to Asbestos Abatement Technology re: Century Center certification of substantial completion
	<b><u>2600 Century Center, Suite 405 (before sale) Cost File</u></b>
9/23/87	Central Jersey Coatings Invoice in the amount of \$5,618 for asbestos removal, 2600 Building, Suite 450
	<b><u>2600 Century Center Sales Agreement</u></b>
7/28/88	Agreement for Purchase and Sale by and between Prudential and Century Center I
	<b><u>Fund Disbursement Requests, Century Center (2200 and 2600)</u></b>
	Century Center Asbestos Abatement Program Financial Summary Report

<u>Date</u>	<u>Description</u>
5/4/89	Letter from White & Associates Real Estate to Prudential re: Removal Fund Allocation, 2200 and 2600 Century Parkway Buildings, Atlanta, Georgia – request for disbursement of \$344,061.80
3/23/89	Prudential letter re: Century Center Asbestos Abatement Program – approval of contractors
4/27/90	Letter from White & Associates Real Estate to Prudential re: Removal Fund Allocation, 2600 Century Parkway – 4 <sup>th</sup> floor, Atlanta, Georgia – request for disbursement of \$585,636.22
8/16/89	Letter from White & Associates Real Estate to Prudential re: Removal Fund Allocation, 2200 Century Center Building – ground floor, Atlanta, Georgia – request for disbursement of \$321,045.90
6/13/89	Letter from White & Associates Real Estate to Prudential re: Removal Fund Allocation, 2600 Century Center Building – basement and 1 <sup>st</sup> floor, Atlanta, Georgia – request for disbursement of \$629,951.34
5/25/90	Letter from White & Associates Real Estate to Prudential re: Removal Fund Allocation, 2600 Century Parkway – 2 <sup>nd</sup> through 4 <sup>th</sup> floor stairwells, Atlanta, Georgia – request for disbursement of \$30,000
5/23/90	Prudential letter to White & Associates re: 2600 Century Parkway, 4 <sup>th</sup> floor enclosing check in the amount of \$365,636.22
11/28/89	Letter from White & Associates Real Estate to Prudential re: Removal Fund Allocation, 2200 Century Center Building – ground floor electrical room, Atlanta, Georgia – request for disbursement of \$23,016
3/22/90	Letter from White & Associates Real Estate to Prudential re: Removal Fund Allocation, 2200 Century Parkway – 1 <sup>st</sup> floor, Atlanta, Georgia – request for disbursement of \$331,561.80
1/30/90	Letter from White & Associates Real Estate to Prudential re: Removal Fund Allocation, 2200 Century Parkway – 2 <sup>nd</sup> and 7 <sup>th</sup> floors, Atlanta, Georgia – request for disbursement of \$580,645.60
6/28/90	Letter from White & Associates Real Estate to Prudential re: Removal Fund Allocation, 2200 Century Parkway – 3 <sup>rd</sup> floor, Atlanta, Georgia – request for disbursement of \$331,561.80

<u>Date</u>	<u>Description</u>
7/12/90	Letter from White & Associates Real Estate to Prudential re: Removal Fund Allocation, 2200 Century Parkway – 4 <sup>th</sup> floor, Atlanta, Georgia – request for disbursement of \$331,561.80
10/25/89	Letter from White & Associates Real Estate to Prudential re: Removal Fund Allocation, 2200 Century Center Building – 5 <sup>th</sup> floor, Century Center Office Park, Atlanta, Georgia – request for disbursement of \$319,061.80
12/18/89	Letter from White & Associates Real Estate to Prudential re: Removal Fund Allocation, 2200 Century Parkway – 6 <sup>th</sup> floor, Atlanta, Georgia – request for disbursement of \$319,061.80
2/13/89	Letter from White & Associates Real Estate to Prudential re: Disbursement Request from Removal Fund – 8 <sup>th</sup> floor, 2200 Century Parkway, Atlanta, Georgia requesting disbursement of \$377,038
5/15/89	Prudential letter to White & Associates enclosing first payment in the amount of \$344,061.80 for the Asbestos Removal Fund
5/15/89	Memo re: revision of payment amount on Century Center loan, 2200 Building
3/23/89	Prudential letter to White & Associates re: Disbursement Request from Removal Fund – 8 <sup>th</sup> floor, 2200 Century Parkway
8/6/90	Affidavit of Roderick T. White for the benefit of Prudential to induce Prudential to disburse the amount of \$194,061.80 from the Removal Fund
8/15/90	Letter from White & Associates Real Estate to Prudential re: Notification of friable asbestos-containing materials still remaining on the 10 <sup>th</sup> floor of the 2200 Century Parkway Building
10/12/90	Letter from White & Associates Real Estate to Prudential re: 2200 Century Parkway – 10 <sup>th</sup> floor, Century Center Office Park, Atlanta, Georgia – update on status of removal of friable asbestos-containing materials remaining on the 10 <sup>th</sup> floor
2/14/90	Letter from White & Associates to Prudential re: Removal Fund Allocation, 2200 Century Park Building, Century Center Office Park, Atlanta, Georgia – request for supplementary disbursement of \$37,500
3/23/90	Letter from White & Associates to Prudential re: Removal Fund Submittals, 2200 Century Parkway – floors 2, 3, 6 and 7, Century Center Office Park, Atlanta, Georgia – Change Order 2

<u>Date</u>	<u>Description</u>
5/25/90	Letter from White & Associates Real Estate to Prudential re: Removal Fund Submittals, 2200 Century Parkway – 3 <sup>rd</sup> , 4 <sup>th</sup> and 9 <sup>th</sup> floors and 1 <sup>st</sup> through 9 <sup>th</sup> stairwells, Century Center Office Park, Atlanta, Georgia  Removal Fund 2200 Closing Documents  <u>Removal Fund Final Payments – 2600 Century Center</u>  Printout re: asbestos abatement, 2600 Building, Century Center – disbursement of abatement total of \$2,416,860
6/13/90	Letter from White & Associates Real Estate to Prudential re: Removal Fund Allocation Final Request, 2600 Century Parkway Building, Atlanta, Georgia – request for final disbursement in the amount of \$250,000
6/7/90	Prudential letter to White & Associates re: Asbestos Removal Fund Final Disbursement
5/25/90	Letter from White & Associates Real Estate to Prudential enclosing information relating to the Removal Fund  <u>2200 Century Center Removal Fund Final Payment</u>  Printout re: asbestos abatement 2200 Building, Century Center – general disbursement \$3,383,140
10/10/90	Letter from White & Associates to Prudential re: Removal Fund Allocation Final Request, 2200 Century Parkway Building, Atlanta, Georgia – request for final disbursement in the amount of \$250,000

3252503.01

RIKER, DANZIG, SCHERER, HYLAND & PERRETTI LLP,  
Headquarters Plaza  
One Speedwell Avenue  
Morristown, New Jersey 07962-1981  
(973) 538-0800  
Robert J. Gilson (RG 6618)

Attorneys for The Prudential Insurance Company of America

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

**W.R. GRACE & CO., et al.,**

**Debtors.**

Chapter 11

Case No. 01-01139 (JKF)  
(Jointly Administered)

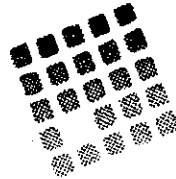
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**ADDENDUM TO PROOF OF CLAIM OF PRUDENTIAL INSURANCE  
COMPANY OF AMERICA FOR:**

**CENTURY CENTER I  
2200 CENTURY PARKWAY  
ATLANTA, GEORGIA 30345**

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**VOLUME II OF II**



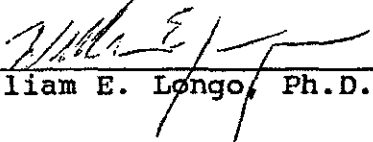
MATERIALS  
ANALYTICAL  
SERVICES

June 27, 1990

Re: Century Center I  
Atlanta, Georgia

Based on the constituent analysis of the fireproofing samples for the above-referenced project, it is my opinion that the samples analyzed are Mono-Kote 3, which was manufactured by W. R. Grace.

Worksheets reflecting our analysis are attached.

  
\_\_\_\_\_  
William E. Longo, Ph.D.

PIS 00060565

3597 Parkway Lane • Suite 250  
Norcross, Georgia 30092  
(404) 448-3200 FAX (404) 368-8256

BUILDING: Century Center I  
Atlanta, Georgia

The following bulk samples from the above-referenced buildings were analyzed and were used to form an opinion of the manufacturer and product.

<u>Bulk Sample #</u>	<u>Sample Location</u>	<u>Collected By</u>
1	10th Floor Bath	McCrone
3	8th Floor	McCrone
4	7th Floor	McCrone
5	6th Floor	McCrone
6	5th Floor	McCrone
7	4th Floor, West Hall	McCrone
8	3rd Floor	McCrone
9	2nd Floor	McCrone
10	1st Floor	McCrone
11	Ground Floor	McCrone

## MATERIALS ANALYTICAL SERVICES, INC.

## BULK ANALYSIS SHEET

Project # - Spl #: M1565-1Date: 9/23/88Project Name: LAW ASSOCIATES/HATFIELDAnalyst: W.B.E.  
Reviewer: \_\_\_\_\_Sample Identification: A88-120-18 CENTURY CENTER COMPLEX, 2200 BUILDING.10<sup>TH</sup> FLOOR BATH.Gross Visual Description: TAN TO LIGHT GRAY MATRIX WITH GOLD FLAKESTHROUGHOUT. FINE FIBERS EXPOSED.

## ASBESTOS MINERALS:

Est. Vol. %

Chrysotile . . . . .	<u>9</u>
Amosite . . . . .	_____
Crocidolite . . . . .	_____
Tremolite/Actinolite . . . . .	_____
Anthophyllite . . . . .	_____

## OTHER FIBROUS COMPONENTS:

Mineral/Rock wool . . . . .	_____
Fibrous glass . . . . .	_____
Cellulose . . . . .	<u>TR</u>
Synthetic . . . . .	_____
Talc . . . . .	_____

## NON-FIBROUS COMPONENTS:

Perlite . . . . .	_____
Vermiculite . . . . .	<u>39</u>
Mica . . . . .	_____
Quartz . . . . .	_____
Calcite . . . . .	_____
Gypsum . . . . .	_____
Diatoms . . . . .	_____
Other GRANULAR MINERALS . . . . .	<u>TR</u>

Binders . . . . . 52PREDOMINANTLY GYPSUM. SMALL AMOUNTS OF CARBONATE.EFFERVESCENCE; VERY WEAK

## COMMENTS:

IODINE STARCH TEST NEGATIVE ORANGE COLOR.

## MATERIALS ANALYTICAL SERVICES, INC.

## BULK ANALYSIS SHEET

Project # - Spl #: M1565-3Date: 9/23/89Project Name: LAW ASSOCIATES/HATFIELDAnalyst: W.B.E.  
Reviewer: \_\_\_\_\_Sample Identification: A88-120.18 #3 FROM 2200 BUILDING OF CENTURY  
CENTER COMPLEX, 8<sup>TH</sup> FLOOR, SW. QUADRANT.Gross Visual Description: TAN TO LIGHT GRAY MATRIX WITH GOLD FLAKES.  
FINE FIBERS EXPOSED.

## ASBESTOS MINERALS:

Est. Vol. %

Chrysotile . . . . .	<u>8</u>
Amosite . . . . .	_____
Crocidolite . . . . .	_____
Tremolite/Actinolite . . . . .	_____
Anthophyllite . . . . .	_____

## OTHER FIBROUS COMPONENTS:

Mineral/Rock wool . . . . .	_____
Fibrous glass . . . . .	_____
Cellulose . . . . .	_____
Synthetic . . . . .	_____
Talc . . . . .	_____

## NON-FIBROUS COMPONENTS:

Perlite . . . . .	_____
Vermiculite . . . . .	<u>40</u>
Mica . . . . .	_____
Quartz . . . . .	_____
Calcite . . . . .	_____
Gypsum . . . . .	_____
Diatoms . . . . .	_____
Other GRANULAR MINERALS	<u>TR</u>

Binders . . . . . 52  
GYPSON PREDOMINATES, SMALL AMOUNT OF CARBONATE.EFFERVESCENCE: VERY WEAK IN ISOLATED AREAS.

## COMMENTS:

## MATERIALS ANALYTICAL SERVICES, INC.

## BULK ANALYSIS SHEET

Project # - Spl #: M1565-4Date: 9/23/88Project Name: LAW ASSOCIATES/HATFIELDAnalyst: W.D.E.  
Reviewer: \_\_\_\_\_Sample Identification: APP-120.18 #4 FROM 2200 BUILDING OF CENTURY  
CENTER COMPLEX. 7TH FLOOR NE. QUADRANTGross Visual Description: TAN TO LIGHT GRAY WITH GOLD FLAKES THROUGHOUT.  
FINE FIBERS EXPOSED.

## ASBESTOS MINERALS:

Est. Vol. %

Chrysotile . . . . .	8
Amosite . . . . .	_____
Crocidolite . . . . .	_____
Tremolite/Actinolite . . . . .	_____
Anthophyllite . . . . .	_____

## OTHER FIBROUS COMPONENTS:

Mineral/Rock wool . . . . .	_____
Fibrous glass . . . . .	_____
Cellulose . . . . .	_____
Synthetic . . . . .	_____
Talc . . . . .	_____

## NON-FIBROUS COMPONENTS:

Perlite . . . . .	_____
Vermiculite . . . . .	33
Mica . . . . .	_____
Quartz . . . . .	_____
Calcite . . . . .	_____
Gypsum . . . . .	_____
Diatoms . . . . .	_____
Other GRANULAR MINERALS	TA

Binders . . . . .	59
<u>GYPHUM DOMINANT, SMALL AMOUNT OF CARBONATE.</u>	

EFFERVESCENCE; VERY WEAKCOMMENTS:  
\_\_\_\_\_  
\_\_\_\_\_

## MATERIALS ANALYTICAL SERVICES, INC.

## BULK ANALYSIS SHEET

Project # - Spl #: M1565-5Date: 9/23/88Project Name: LAW ASSOCIATES/HATFIELDAnalyst: V.B.E.  
Reviewer: \_\_\_\_\_Sample Identification: A88-126.18 #5 FROM 2200 BUILDING OF CENTURY  
CENTER COMPLEX 6TH FLOOR N.W. QUADRANTGross Visual Description: TANNISH LIGHT GRAY WITH GOLD FLAKES  
THROUGHOUT THE MATRIX. FIBERS EXPOSED.

## ASBESTOS MINERALS:

Est. Vol. %

Chrysotile . . . . .	9
Amosite . . . . .	_____
Crocidolite . . . . .	_____
Tremolite/Actinolite . . . . .	_____
Anthophyllite . . . . .	_____

## OTHER FIBROUS COMPONENTS:

Mineral/Rock wool . . . . .	_____
Fibrous glass . . . . .	_____
Cellulose . . . . .	_____
Synthetic . . . . .	_____
Talc . . . . .	_____

## NON-FIBROUS COMPONENTS:

Perlite . . . . .	_____
Vermiculite . . . . .	35
Mica . . . . .	_____
Quartz . . . . .	_____
Calcite . . . . .	_____
Gypsum . . . . .	_____
Diatoms . . . . .	_____
Other <del>      </del> . . . . .	_____

Binders . . . . .	56
<u>ABUNDANT GYPSUM, SLIGHT AMOUNT OF CARBONATE</u>	

EFFERVESCENCE; VERY WEAK

## COMMENTS:

## MATERIALS ANALYTICAL SERVICES, INC.

## BULK ANALYSIS SHEET

Project # - Spl #: M1565-6Date: 9/23/88Project Name: LAW ASSOCIATES/HATFIELDAnalyst: N.B.E.  
Reviewer: \_\_\_\_\_Sample Identification: A88-120.18 #6 FROM 2200 BUILDING OF CENTURY  
CENTER COMPLEX 5<sup>TH</sup> FLOOR, N.W. QUADRANT.Gross Visual Description: LIGHT GRAY TO TAN WITH SMALL GOLD FLAKES  
THROUGHOUT. FIBERS EXPOSED.

## ASBESTOS MINERALS:

Est. Vol. %

Chrysotile . . . . .	<u>8</u>
Amosite . . . . .	_____
Crocidolite . . . . .	_____
Tremolite/Actinolite . . . . .	_____
Anthophyllite . . . . .	_____

## OTHER FIBROUS COMPONENTS:

Mineral/Rock wool . . . . .	_____
Fibrous glass . . . . .	_____
Cellulose . . . . .	_____
Synthetic . . . . .	_____
Talc . . . . .	_____

## NON-FIBROUS COMPONENTS:

Perlite . . . . .	_____
Vermiculite . . . . .	<u>23</u>
Mica . . . . .	_____
Quartz . . . . .	_____
Calcite . . . . .	_____
Gypsum . . . . .	_____
Diatoms . . . . .	_____
Other . . . . .	_____

Binders . . . . . 59ABUNDANT GYPSUM, SMALL CARBONATE AMOUNT.EFFERVESCENCE: VERY WEAK

COMMENTS:

## MATERIALS ANALYTICAL SERVICES, INC.

## BULK ANALYSIS SHEET

Project # - Spl #: M1565-7Date: 9/23/88Project Name: LAW ASSOCIATES/HATFIELDAnalyst: W.B.E.  
Reviewer: \_\_\_\_\_Sample Identification: A88-120.18 #7 FROM 2200 BUILDING OF  
CENTURY CENTER COMPLEX, 4<sup>TH</sup> FLOOR, WEST HALL.Gross Visual Description: TAN TO LIGHT GRAY, WITH GOLD FLAKES  
THROUGHOUT. FIBERS EXPOSED.

## ASBESTOS MINERALS:

Est. Vol. %

Chrysotile . . . . .	<u>8</u>
Amosite . . . . .	_____
Crocidolite . . . . .	_____
Tremolite/Actinolite . . . . .	_____
Anthophyllite . . . . .	_____

## OTHER FIBROUS COMPONENTS:

Mineral/Rock wool . . . . .	_____
Fibrous glass . . . . .	_____
Cellulose . . . . .	_____
Synthetic . . . . .	_____
Talc . . . . .	_____

## NON-FIBROUS COMPONENTS:

Perlite . . . . .	_____
Vermiculite . . . . .	<u>40</u>
Mica . . . . .	_____
Quartz . . . . .	_____
Calcite . . . . .	_____
Gypsum . . . . .	_____
Diatoms . . . . .	_____
Other . . . . .	_____

Binders . . . . . 52  
GYPSUM IS VERY ABUNDANT. SOME CARBONATE PRESENT.EFFERVESCENCE; VERY WEAKCOMMENTS:  
\_\_\_\_\_  
\_\_\_\_\_

## MATERIALS ANALYTICAL SERVICES, INC.

## BULK ANALYSIS SHEET

Project # - Spl #: M1565-8Date: 9/28/88Project Name: LAW ASSOCIATES/HATFIELDAnalyst: W. D. E.  
Reviewer: \_\_\_\_\_Sample Identification: APP-120.18 #8 FROM 2200 BUILDING OF  
CENTURY CENTER COMPLEX. 3<sup>RD</sup> FLOOR S.W. QUADRANT.Gross Visual Description: LIGHT GRAY WITH GOLD FLAKES, FIBERS EXPOSED  
FROM MATRIX.

## ASBESTOS MINERALS:

Est. Vol. %

Chrysotile . . . . .	9
Amosite . . . . .	_____
Crocidolite . . . . .	_____
Tremolite/Actinolite . . . . .	_____
Anthophyllite . . . . .	_____

## OTHER FIBROUS COMPONENTS:

Mineral/Rock wool . . . . .	_____
Fibrous glass . . . . .	_____
Cellulose . . . . .	_____
Synthetic . . . . .	_____
Talc . . . . .	_____

## NON-FIBROUS COMPONENTS:

Perlite . . . . .	_____
Vermiculite . . . . .	40
Mica . . . . .	_____
Quartz . . . . .	_____
Calcite . . . . .	_____
Gypsum . . . . .	_____
Diatoms . . . . .	_____
Other . . . . .	_____

Binders . . . . . 51

PREDOMINANTLY GYPSUM, SMALL CARBONATE PERCENTAGE, TRACE OF OTHER GRANULAR MINERALSEFFERVESCENCE: VERY WEAKCOMMENTS:  
\_\_\_\_\_  
\_\_\_\_\_

## MATERIALS ANALYTICAL SERVICES, INC.

## BULK ANALYSIS SHEET

Project # - Spl #: M1565-9Date: 9/26/88Project Name: LAW ASSOCIATES/HATFIELDAnalyst: W.B.E.  
Reviewer: \_\_\_\_\_Sample Identification: A88-120.18 #9 FROM 2200 BUILDING OF CENTURY  
CENTER COMPLEX. 2<sup>ND</sup> FLOOR ABOVE LADIES ROOM.Gross Visual Description: TAN TO LIGHT GRAY MATRIX WITH GOLD FLAKES  
THROUGHOUT. FINE FIBERS EXPOSED.

## ASBESTOS MINERALS:

Est. Vol. %

Chrysotile . . . . .	<u>7</u>
Amosite . . . . .	_____
Crocidolite . . . . .	_____
Tremolite/Actinolite . . . . .	_____
Anthophyllite . . . . .	_____

## OTHER FIBROUS COMPONENTS:

Mineral/Rock wool . . . . .	_____
Fibrous glass . . . . .	_____
Cellulose . . . . .	_____
Synthetic . . . . .	_____
Talc . . . . .	_____

## NON-FIBROUS COMPONENTS:

Perlite . . . . .	_____
Vermiculite . . . . .	<u>38</u>
Mica . . . . .	_____
Quartz . . . . .	_____
Calcite . . . . .	_____
Gypsum . . . . .	_____
Diatoms . . . . .	_____
Other . . . . .	_____

Binders . . . . . 55PREPREDINANTLY GYPSUM, SOME CARBONATE PRESENT IN SMALL AMOUNTSEFFERVESCENCE; VERY WEAK

## COMMENTS:

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## MATERIALS ANALYTICAL SERVICES, INC.

## BULK ANALYSIS SHEET

Project # - Spl #: M1565-10Date: 9/26/88Project Name: LAW ASSOCIATES/HATFIELDAnalyst: W.D.C.  
Reviewer: \_\_\_\_\_Sample Identification: A88-120.18 #10 FROM BUILDING 2200 IN CENTURY  
CENTER COMPLEX, 1<sup>ST</sup> FLOOR ABOVE LADIES RESTROOM.Gross Visual Description: TAN TO LIGHT GRAY MATRIX WITH GOLD FLAKES  
THROUGHOUT. FIBERS EXPOSED FROM MATRIX.

## ASBESTOS MINERALS:

Est. Vol. %

Chrysotile . . . . .	8
Amosite . . . . .	_____
Crocidolite . . . . .	_____
Tremolite/Actinolite . . . . .	_____
Anthophyllite . . . . .	_____

## OTHER FIBROUS COMPONENTS:

Mineral/Rock wool . . . . .	_____
Fibrous glass . . . . .	_____
Cellulose . . . . .	_____
Synthetic . . . . .	_____
Talc . . . . .	_____

## NON-FIBROUS COMPONENTS:

Perlite . . . . .	_____
Vermiculite . . . . .	39
Mica . . . . .	_____
Quartz . . . . .	_____
Calcite . . . . .	_____
Gypsum . . . . .	_____
Diatoms . . . . .	_____
Other . . . . .	_____

Binders . . . . . 53

GYPSON PREDOMINATES, CARBONATE PRESENT IN SMALL AMOUNT, GRANULAR MINERALS.EFFERVESCENCE; VERY WEAKCOMMENTS:  
\_\_\_\_\_  
\_\_\_\_\_

## MATERIALS ANALYTICAL SERVICES, INC.

## BULK ANALYSIS SHEET

Project # - Spl #: M1565-11Date: 9/26/11Project Name: LAW ASSOCIATES/HATFIELDAnalyst: H.B.E.  
Reviewer: \_\_\_\_\_Sample Identification: A88-120.18 #11 FROM 2200 BUILDING OF  
CENTURY CENTER COMPLEX, ~~2 FLOOR~~ GROUND FLOOR, NORTHEAST QUADRANT,Gross Visual Description: LIGHT GRAY TO TAN MATRIX WITH GOLD FLAKES  
THROUGHOUT. FINE FIBERS EXPOSED

## ASBESTOS MINERALS:

Est. Vol. %

Chrysotile	.....	<u>7</u>
Amosite	.....	_____
Crocidolite	.....	_____
Tremolite/Actinolite	.....	_____
Anthophyllite	.....	_____

## OTHER FIBROUS COMPONENTS:

Mineral/Rock wool	.....	_____
Fibrous glass	.....	_____
Cellulose	.....	_____
Synthetic	.....	_____
Talc	.....	_____

## NON-FIBROUS COMPONENTS:

Perlite	.....	_____
Vermiculite	.....	<u>35</u>
Mica	.....	_____
Quartz	.....	_____
Calcite	.....	_____
Gypsum	.....	_____
Diatoms	.....	_____
Other	.....	_____

Binders ..... 58  
GYPHUM PREDOMINATES, CARBONATE PRESENT IN SMALL PERCENTAGEEFFERVESCENCE; VERY WEAKCOMMENTS:  
\_\_\_\_\_  
\_\_\_\_\_

M.A.S.  
3597 PARKWAY LANE  
MORCROSS GA. 30092

# ACID DISSOLUTION BULK ANALYSIS

ANALYSIS USING 2% SOLUTION HCL

DATE

W.B. Spelman

NO.	SAMPLE #	P-D + SAMPLE	P-D - SAMPLE	SAMPLE WEIGHT	FILTER WEIGHT	FINAL WT + FILTER	FINAL WT - FILTER	PERCENT FINAL WT	AMOUNT IN SOLU.
1	41565-1	8.8088g	7.6894g	1.1194g	0.0151g	0.4719g	0.4568g	40.8%	59.2%
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
XX									

PIS 00060577

MATERIALS ANALYTICAL SERVICES, INC.  
 3597 PARKWAY LANE, SUITE 250  
 NORCROSS, GA 30092  
 404/448-3200

TEM ANALYSIS: Binder PROJECT: A88-120.18 DATE OF ANALYSIS: 11-25-88  
 HAS SAMPLE ID: M-1565-1 SAMPLE NUMBER: Century Tower ANALYST: WCF

Rel. Conc.	Morphology	Photo	SAED	Photo	EDS	Disc/File	Comments
Asbestos Minerals:							
Chrysotile	✓		✓		✓		Printout
Other Components:							
Gypsum	✓		✓		✓		Printout
Urmancite	✓		✓	photo	✓		printout
				20-500m			

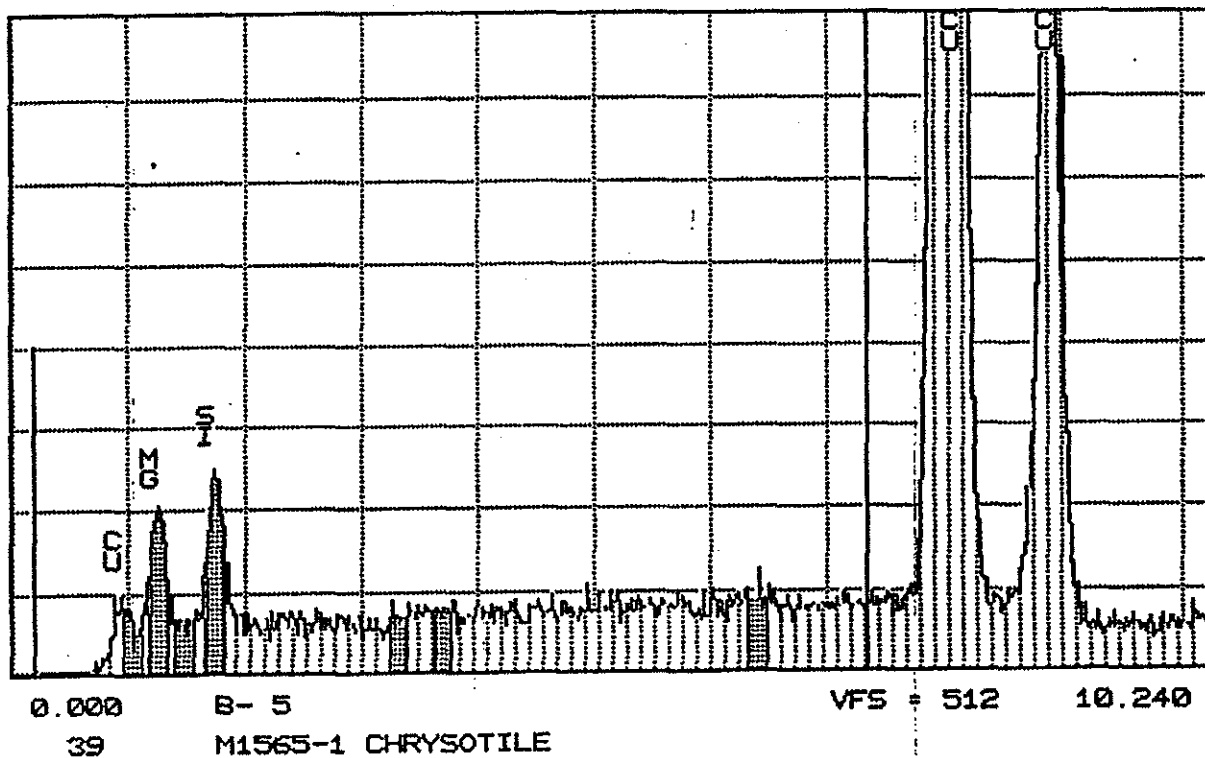
COMMENTS:

MATERIALS ANALYTICAL SERVICES

FRI 25-NOV-88 09:54

Cursor: 7.340keV = 43

ROI (SIK $\alpha$ ) 1.660: 1.820=1013



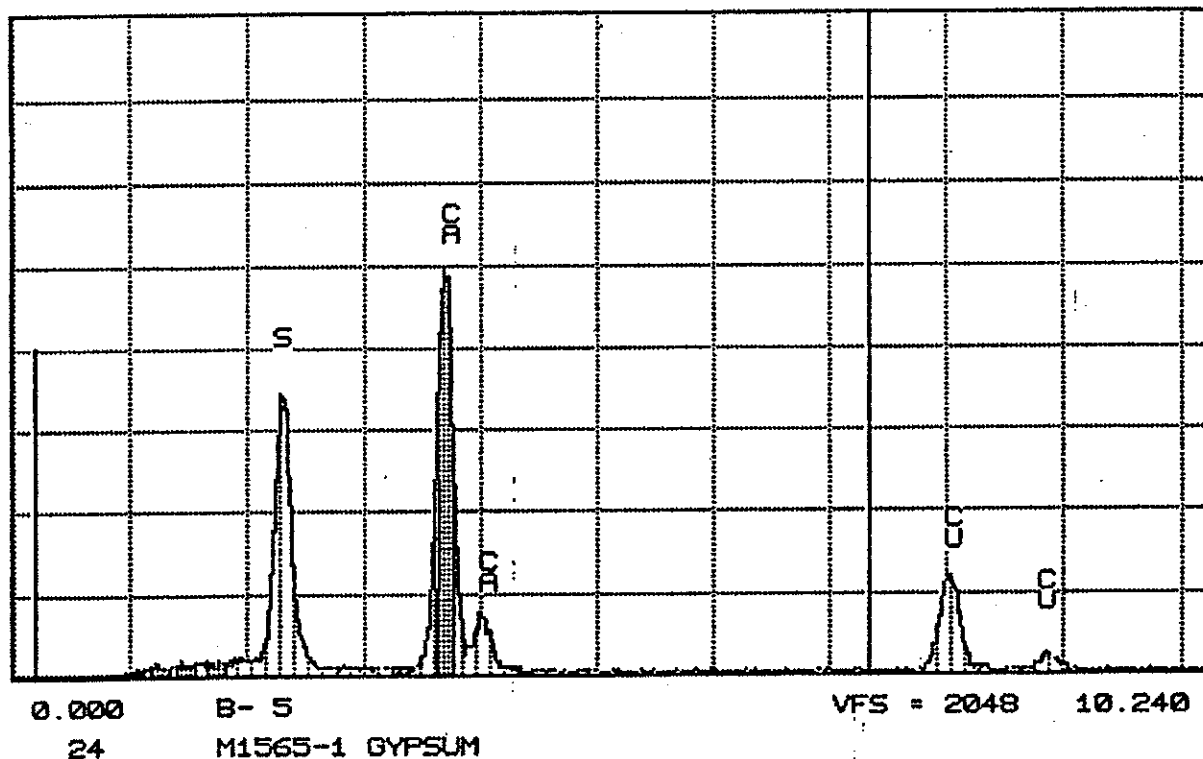
PIS 00060579

MATERIALS ANALYTICAL SERVICES

FRI 25-NOV-88 10:00

Cursor: 7.340keV = 15

ROI (SIK $\alpha$ ) 1.660: 1.820=323

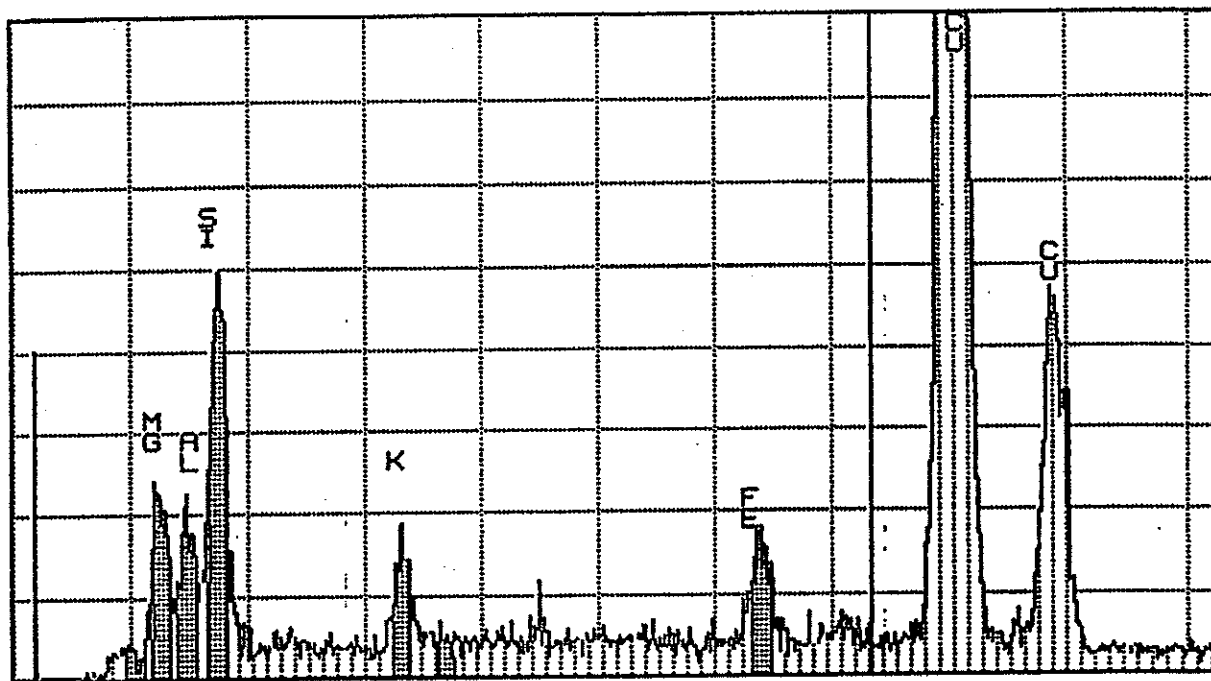


MATERIALS ANALYTICAL SERVICES

FRI 25-NOV-88 10:14

Cursor: 7.340keV = 19

ROI (SIK $\alpha$ ) 1.660: 1.820=1016



0.000

B-5

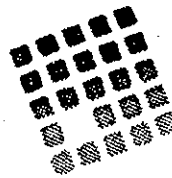
VFS = 256

10.240

10

M1565-1 VERMICULITE

PIS 00060581



MATERIALS  
ANALYTICAL  
SERVICES

ADDITIONAL BULK ANALYSIS

STARCH VERIFICATION

Sample # 171565-1

Analyst W. B. Egel

Date 6/26/90

1) Sample Analyzed before/after acid dissolutions

Starch observed

no ☒ ✓  
yes \_\_\_\_\_

Iodine test  
(ceiling tile only)

positive \_\_\_\_\_  
negative \_\_\_\_\_

PIS 00060582

3597 Parkway Lane • Suite 250  
Norcross, Georgia 30092  
(404) 448-3200



## Report on Representative Sampling of Asbestos - Containing Fireproofing

This report has been prepared by Richard L. Hatfield relating to The Prudential Insurance Company of America, et. al. vs. United States Gypsum Company, et. al., Civil Action Nos. 87-4227 and 87-4238 (HAA).

At the request of The Prudential Insurance Company, Law personnel made site visits to Prudential buildings which are the subject of this litigation. Among the purposes for these visits were to confirm the presence, location and homogeneity of the asbestos - containing fireproofing materials and to collect representative samples of the asbestos - containing fireproofing materials. Based on these site visits and other material I have reviewed, I am of the opinion that the samples collected are representative of the asbestos - containing fireproofing found in the buildings.

### 1100 Milam Building, Houston, TX

Law conducted a visual survey of the 1100 Milam Building and collected fireproofing samples in 1989. Our observations and sampling indicates only one type of asbestos - containing fireproofing is located in this building. Eleven representative bulk samples of this material were collected throughout the building. These samples as well as other samples collected by others were submitted to Materials Analytical Services (MAS) for constituent analysis.

### 130 John St. Building, New York, NY

Law conducted a visual survey of the 130 Johns St. Building and collected fireproofing samples in 1988. Our observations and sampling indicates only one type of asbestos - containing fireproofing is located in this building. Three additional representative bulk samples of this material were collected to supplement eight other samples collected by McCrone Environmental. The samples were collected throughout the floors. An additional eight representative bulk samples were collected during a 1991 survey. These samples as well as other samples collected by others were submitted to Materials Analytical Services (MAS) for constituent analysis.

### First Florida Tower, Tampa, FL

Law conducted a visual survey of the First Florida Tower and collected fireproofing samples in 1989. Our observations and sampling indicates only one type of asbestos - containing fireproofing is located in this building. Ten representative bulk samples of this material were collected throughout the building. These samples as well as other samples collected by others were submitted to Materials Analytical Services (MAS) for constituent analysis.

### Century Center Buildings 2200 and 2600, Atlanta, GA

Law conducted a visual survey of the Century Center Buildings 2200 and 2600 and collected fireproofing samples in 1989. Our observations and sampling indicates only one type of

asbestos - containing fireproofing is located in these buildings. Fourteen representative bulk samples of this material were collected throughout the 2200 building and five representative bulk samples were collected from the 2600 building. These samples as well as other samples collected by others were submitted to Materials Analytical Services (MAS) for constituent analysis.

Chatham Center Hyatt in Pittsburgh, PA

Law conducted a visual survey of the Chatham Center Hyatt and collected fireproofing samples in 1988. Our observations and sampling indicated only one type of asbestos - containing fireproofing located on floors ground through ten. Seven representative bulk samples of this material were collected throughout the floors. These samples as well as other samples collected by others were submitted to Materials Analytical Services (MAS) for constituent analysis.

Northland Towers (East & West), Southfield, MI

Law conducted a visual survey of the Northland Towers (East & West) and collected fireproofing samples in 1988. Our observations and sampling indicates only one type of asbestos - containing fireproofing is located in these buildings. Eleven representative bulk samples of this material were collected from the East Tower and sixteen representative samples from the West Tower. The samples were collected throughout each tower. These samples as well as other samples collected by others were submitted to Materials Analytical Services (MAS) for constituent analysis.

Northwest Financial Building, Bloomington, MN

Law conducted a visual survey of the Northwest Financial Building and collected fireproofing samples in 1988. Our observations and sampling indicates only one type of asbestos - containing fireproofing is located in this building. Four additional, representative bulk samples of this material were collected throughout the floors to supplement other representative samples collected by other consultants. These samples as well as other samples collected by others were submitted to Materials Analytical Services (MAS) for constituent analysis.

Pru Plaza, Buildings A & B, Denver, CO

Law conducted a visual survey of the Pru Plaza, Buildings A & B and collected fireproofing samples in 1988. Our observations and sampling indicates only one type of asbestos - containing fireproofing is located in these buildings. Eight representative bulk samples of this material were collected throughout the A building and four representative bulk samples were collected from the B building. These samples as well as other samples collected by others were submitted to Materials Analytical Services (MAS) for constituent analysis.

Southdale Office Complex, Edina, MI

Law conducted a visual survey of the Southdale Office Complex and collected fireproofing samples in 1989. Our observations and sampling indicates only one type of asbestos - containing fireproofing is located in this building. Fourteen representative bulk

samples of this material were collected throughout the building. These samples as well as other samples collected by others were submitted to Materials Analytical Services (MAS) for constituent analysis.

Embarcadero I and II, San Francisco, CA

Law conducted visual surveys of Embarcadero I and II and collected fireproofing samples in 1989. Our observations and sampling indicates only one type of asbestos - containing fireproofing is located in each of these buildings. Four representative bulk samples of the fireproofing material located in Embarcadero I were collected to supplement seven samples previously obtained by McCrone and 20 representative bulk samples were collected throughout Embarcadero II. These samples as well as other samples collected by others were submitted to Materials Analytical Services (MAS) for constituent analysis.

Renaissance Tower, Dallas, TX

Law conducted a visual survey of the Renaissance Tower and collected fireproofing samples in 1989. Our observations and sampling indicates only one type of asbestos - containing fireproofing is located in this building. Fifteen representative bulk samples of the fireproofing material were collected throughout most of the building. These samples as well as other samples collected by others were submitted to Materials Analytical Services (MAS) for constituent analysis.

5 Penn Center, Philadelphia, PA

Law conducted a visual survey the 5 Penn Center building and collected fireproofing samples in 1988. Our observations and sampling indicates only one type of asbestos - containing fireproofing is located in this building. Fifty-one representative bulk samples of the fireproofing material were collected throughout the building. These samples as well as other samples collected by others were submitted to Materials Analytical Services (MAS) for constituent analysis.

Twin Towers ( Gaslight/North and South), Atlanta, GA

Law conducted a visual survey of the Twin Towers ( Gaslight/North) and collected fireproofing samples in 1988. Our observations and sampling indicates only one type of asbestos - containing fireproofing is located in this building. Twenty-one representative bulk samples of the fireproofing material were collected throughout the building. These samples as well as other samples collected by others were submitted to Materials Analytical Services (MAS) for constituent analysis.

Law conducted a visual survey of the Twin Towers (South Tower) and collected fireproofing samples in 1989. Our observations and sampling indicates only one type of asbestos - containing fireproofing is located in this building. Forty - one representative bulk samples of this material were collected throughout the floors. These samples as well as other

samples collected by others were submitted to Materials Analytical Services (MAS) for constituent analysis.

Prudential Plaza, Newark, NJ

Law conducted a visual survey of the Prudential Plaza office building and Mall and collected two fireproofing samples from the 5th floor of the office building in 1988. Our observations and sampling indicates only one type of asbestos - containing fireproofing is located in the office building and a different type of fireproofing in the Mall. Twelve representative bulk samples of the fireproofing material located in the Mall were collected by K & D asbestos consultants. These samples as well as other samples collected by others were submitted to Materials Analytical Services (MAS) for constituent analysis.

Hunt Valley Marriott, Hunt Valley, MD

During our 1988 site visit one sample representing the chrysotile asbestos - containing fireproofing was collected. Additionally two samples representing the amosite asbestos - containing fireproofing were collected by K & D asbestos consultants and were submitted to Materials Analytical Services (MAS) for constituent analysis.

Short Hills Office, Short Hills NJ

Two representative samples of fireproofing were collected by K & D asbestos consultants from the centrally located air handling rooms of the 2nd and the 4th floors of Short Hills Office, Short Hills NJ, building and were submitted to Materials Analytical Services (MAS) for constituent analysis.

Brookhollow, Houston, TX

At the request of The Prudential Insurance Company, four representative samples of fireproofing were collected by BCM asbestos consultants from the centrally located elevator shafts of the 4th, 5th and 7th floors of Brookhollow, Houston, TX and were submitted to Materials Analytical Services (MAS) for constituent analysis.

Signed

*Richard L. Hatfield,*

Richard L. Hatfield  
Corporate Consultant  
August, 1996

